

STATE OF INDIANA       )  
                                  ) SS:  
COUNTY OF MARION     )

IN THE MARION CIRCUIT/SUPERIOR COURT  
CAUSE NO. \_\_\_\_\_

STATE OF INDIANA,       )

Plaintiff,                )

v.                         )

HOOSIER CAR & TRUCK, LLC,   )  
BILL ALLEN, and                )  
MARK ALLEN                    )

Defendant.                )

4900 10 212 PL 002226

**FILED**

DEC 23 2002

*Josh M. Taylor*  
CLERK OF THE  
MARION CIRCUIT COURT

**COMPLAINT FOR INJUNCTION AND DAMAGES**

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, petitions the court pursuant to the Indiana Deceptive Consumer Sales Act, Indiana Code §24-5-0.5-1 *et seq.* for injunctive relief, consumer restitution, civil penalties, investigative costs, and other relief.

**PARTIES**

1. The Plaintiff, State of Indiana, is authorized to bring this action and to seek injunctive and other statutory relief pursuant to Ind. Code § 24-5-0.5-4(c).

2. The Defendant, Hoosier Car and Truck, LLC ("Hoosier"), is a domestic limited liability corporation created on October 30, 2001, with a principal place of business in Marion County, located at 4815 West Washington Street, Indianapolis, Indiana. At all relevant times, the Defendant was engaged in the retail sale of used motor vehicles.

3. The Defendant, Bill Allen, is an individual engaged in the retail sale of used motor vehicles with a principal place of business in Marion County, located at 4815 West Washington Street, Indianapolis, Indiana.

4. The Defendant, Mark Allen, is an individual engaged in the retail sale of used motor vehicles with a principal place of business in Marion County, located at 4815 West Washington Street, Indianapolis, Indiana.

5. The Defendant, Mark D. Allen, at all relevant times, has acted as an officer and agent of Hoosier. The Defendant, Bill Allen, at all relevant times, has acted as an agent of Hoosier. When, in this Complaint, reference is made to any act of the aforementioned Defendants, whether acting individually, jointly, or severally, such allegations shall be deemed to mean that the principals, agents, or employees of the Defendants did or authorized such acts to be done while actively engaged in the management, direction, or control of the affairs of said Defendants and while acting within the scope of their duties, employment, or agency.

### FACTS

6. As alter ego of Hoosier Car and Truck, LLC, Bill and Mark Allen have been conducting, managing, and controlling the affairs of the company as if it were their own business, and have used the Defendant company for the purpose of defrauding consumers as hereinafter set forth.

7. At least since February 26, 2002, the Defendants have been licensed as retail used motor vehicle dealers with the Indiana Bureau of Motor Vehicles.

8. At least since May 2, 2002, the Defendants have sold used motor vehicles to consumers.

9. The State of Indiana entered into a Consent Judgment with the Defendants, Bill Allen and Mark D. Allen, on January 4, 2000. A true and accurate copy of the Consent Judgment is attached and incorporated by reference as Exhibit "A."

10. Pursuant to the Consent Judgment, the Defendants, Bill Allen and Mark D. Allen, were enjoined from representing either expressly or by inference that Defendants possess clear and valid title and/or that Defendants can deliver certificates of title for motor vehicles to vehicle purchasers upon sale or delivery in compliance with Ind. Code §9-17-3-3, when Defendants know or should reasonably know that they do not possess and/or cannot deliver certificates of title as represented.

11. Pursuant to the Consent Judgment, the Defendants, Bill Allen and Mark D. Allen, were further enjoined from failing to comply with all provisions of Ind. Code §9-17-3-3 in the course of selling used motor vehicles, including but not limited to endorsing the certificate of title for a vehicle which is sold or has ownership transferred by the Defendants, delivering the endorsed certificate of title to the purchaser or transferee at the time of sale or delivery, and, if the conditions under Ind. Code §9-17-3-3(a)(4)(A-D) are met, delivering the endorsed certificate of title to the purchaser or transferee within twenty-one (21) days after the date of sale.

12. The State of Indiana entered into an Assurance of Voluntary Compliance (“AVC”) with the Defendants, Mark D. Allen and Hoosier Car and Truck, LLC, on May 23, 2002. A true and accurate copy of the AVC is attached and incorporated by reference as Exhibit “B.”

13. Pursuant to the AVC, the Defendants, Mark D. Allen and Hoosier Car and Truck, LLC, agreed that in soliciting and/or contracting with consumers, Defendants shall not make, cause to be made, or permit to be made, expressly or by implication, any representation, orally or in writing, as to the characteristics, quality and/or condition of vehicles offered for sale, unless the Defendants know or should reasonably know the vehicles have the characteristics, quality and/or condition represented.

14. The Defendants, Mark D. Allen and Hoosier Car and Truck, LLC, further agreed in the AVC to comply with all provisions of Ind. Code §9-23-3-1, *et seq.*, including but not limited to:

- a. disclosing in writing to the purchaser, customer, or transferee before consummating the sale, exchange or transfer the fact that a vehicle is a salvage or rebuilt vehicle;
- b. providing the Indiana Bureau of Motor Vehicles with a complete and accurate affidavit of restoration for each vehicle restored or rebuilt on behalf of the Respondents; and
- c. for each acquired wrecked or damaged vehicle, motorcycle, semi trailer, or recreational vehicle that meets at least one of the criteria set forth in Ind. Code §9-22-3-3, and the ownership of which is not evidenced by a certificate of salvage title, Respondents shall apply to the Bureau of Motor Vehicles within thirty-one (31) days after receipt of the certificate title for a certificate of salvage title, as required by Ind. Code §9-22-3-11.

#### **Allegations Regarding Marlene Johnson**

15. On or about February 27, 2002, the Defendants entered into a consumer transaction with Marlene Johnson ("Johnson") for the sale of a 1992 Lincoln Continental, VIN 1LNLM974XNY660291 ("Ford"), for Two Nine Hundred and Ninety-Five Dollars, which Johnson paid.

16. The Defendants represented to Johnson that a "3-month/4,500 miles warranty from Protection Plus, Inc. [was] included on this car at no-cost to [the] customer."

17. Based on the Defendants' representation that the vehicle was warranted, Johnson purchased the vehicle. A true and accurate copy of the Bill of Sale acknowledging the warranty that was provided to Johnson is attached and incorporated by reference as Exhibit "C."

18. The Defendants provided Johnson a copy of the service agreement representing that the components listed were covered by the warranty. A true and accurate copy of the service agreement given to Johnson is attached and incorporated by reference as Exhibit "D."

19. Shortly after Johnson's purchase of the vehicle, she experienced problems and contacted Protection Plus, Inc. for information on repairing her vehicle. Johnson was advised that there was no record of coverage on her vehicle.

20. The Defendants represented to Johnson that the appropriate documents would be submitted to Protection Plus, Inc. within a reasonable period of time. The Defendants failed to submit the service agreement to Protection Plus, Inc.

21. Contrary to the Defendants' representations, a warranty by Protection Plus, Inc. was not provided on the vehicle.

**Allegations Regarding Jimmie Mundy**

22. On or about August 23, 2002, the Defendants entered into a consumer transaction with Jimmie Mundy ("Mundy") for the sale of a 1995 Oldsmobile Cutlass Supreme SL, VIN 1G3WH12XXSD316097 ("Cutlass"), for Two Thousand Eight Hundred Dollars (\$2,800.00), which Mundy paid.

23. The Defendants represented to Mundy that the Cutlass had a clean unbranded title.

24. The Defendants did not possess title for the Cutlass on the respective date of sale and did not provide Mundy with an affidavit as required by Ind. Code §9-17-3-3.5.

25. Mundy received title to the Cutlass on or about September 13, 2002. Upon receipt of the title, Mundy first learned that the Cutlass he had purchased was branded with a rebuilt title.

26. The Defendants failed to disclose the rebuilt or salvage status of the vehicle to Mundy prior to consummation of the sale.

27. The Defendants failed to disclose in writing to Mundy before the consummation of the sale of the Cutlass, that the vehicle was a salvage or rebuilt vehicle.

## **COUNT I - VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT**

28. The transactions referred to in paragraphs 15 and 22 above are "consumer transactions" as defined by Ind. Code §24-5-0.5-2(1).

29. The Defendants are "suppliers" as defined in Ind. Code §24-5-0.5-2(3).

30. The Defendants' representations to consumers Johnson and Mundy regarding the characteristics or benefits of the vehicle transaction, when the Defendants knew or reasonably should have known that the vehicle did not possess such, as referenced in paragraphs 16, 17, 18, 21, and 23, constitute violations of the Indiana Deceptive Consumer Sales Act, Ind. Code §24-5-0.5-3(a)(1).

31. The Defendants' representations to Mundy that the vehicle he purchased was of a particular standard, quality, or grade, when it was not and the Defendants knew or reasonably should have known that the vehicle did not possess such, as referenced in paragraphs 23, 26, and 27 constitute violations of the Indiana Deceptive Consumer Sales Act, Ind. Code §24-5-0.5-3(a)(2).

32. The Defendants' representation to Johnson that the vehicle sale involved a warranty, when the representation was false and the Defendants knew or reasonably should have known that the representation was false, as referenced in paragraphs 16, 17, and 18, constitute violations of the Indiana Deceptive Consumer Sales Act, Ind. Code §24-5-0.5-3(a)(8).

33. The Defendants' representations to consumers Johnson and Mundy that they would be able to deliver or complete the subject of the consumer transaction within a reasonable period of time when the Defendants knew or reasonably should have known they could not, as referenced in paragraph 20, constitutes a violation of the Indiana Deceptive Consumer Sales Act, Ind. Code §24-5-0.5-3(a)(10).

34. The Defendants' failure to disclose in writing, the salvage or rebuilt status of the Cutlass prior to the consummation of the sale, when the Defendants knew or reasonably should have known that the Cutlass was a rebuilt vehicle, as referenced in paragraph 27, is a violation of Ind. Code §9-22-3-30, which pursuant to Ind. Code §9-22-3-37 is a deceptive act actionable by the Attorney General and is subject to the remedies and penalties under the Indiana Deceptive Consumer Sales Act, Ind. Code §24-5-0.5-1, *et seq.*

**COUNT II – KNOWING AND INTENTIONAL VIOLATIONS OF THE DECEPTIVE  
CONSUMER SALES ACT AND IRREPARABLE INJURY**

35. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1-34 above.

36. The misrepresentations and deceptive acts set forth in paragraphs 16, 17, 18, 20, 23, 24, 26, and 27 were committed by the Defendants with knowledge and intent to deceive.

**COUNT III – VIOLATION OF INJUNCTION**

37. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 36 above.

38. The violations contained in Counts I and II violate the Court-ordered injunction referenced in paragraphs 9, 10, and 11 above, entitling Plaintiff to enhanced civil penalties under Ind. Code §24-5-0.5-4(f).

**RELIEF**

**WHEREFORE**, the Plaintiff, State of Indiana, requests that the Court enter judgment against the Defendants, Bill Allen, Mark D. Allen, and Hoosier Car and Truck, LLC, enjoining Defendants, their agents, representatives, employees, successors, and assigns from the following:

- a. Selling motor vehicles without delivering titles as required by Ind. Code §9-17-3-3;
- b. Selling, exchanging, or transferring a salvage or rebuilt vehicle without disclosing in writing to the purchaser, customer, or transferee before consummating the sale, exchange, or transfer the fact that the vehicle is a salvage or rebuilt vehicle if the Defendants know or reasonably should know the vehicle is a salvage or rebuilt vehicle;
- c. Representing expressly or by implication that the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have, which the Defendants know or reasonably should know it does not have;
- d. Representing expressly or by implication that the subject of a consumer transaction is of a particular standard, quality, grade, style, or model, if it is not and if the supplier knows or should reasonably know that it is not;
- e. Representing expressly or by implication that the consumer transaction involves or does not involve a warranty, a disclaimer of warranties, or other rights, remedies, or obligations, if the representation is false and if the Defendants know or reasonably should know that the representation is false;
- f. Representing expressly or by implication that the Defendants are able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when the supplier knows or should reasonably know they could not.



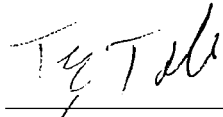
AND WHEREFORE, the Plaintiff, State of Indiana, further requests the Court enter judgment against the Defendants for the following relief:

- a. Cancellation of contracts pursuant to Ind. Code §24-5-0.5-4(d);
- b. Consumer restitution in an amount to be determined at trial, for money unlawfully received from Marlene Johnson, pursuant to Ind. Code §24-5-0.5-4(c)(2);
- c. Costs pursuant to Ind. Code §24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action;
- d. On Count II of the Plaintiff's Complaint, civil penalties pursuant to Ind. Code §24-5-0.5-4(g), for the Defendants' knowing violations of the Deceptive Consumer Sales Act, in the amount of Five Hundred Dollars (\$500.00) per violation, payable to the State of Indiana;
- e. On Count II of the Plaintiff's Complaint, civil penalties pursuant to Ind. Code §24-5-0.5-8, for the Defendants' intentional violations of the Deceptive Consumer Sales Act, in the amount of Five Hundred Dollars (\$500.00) per violation, payable to the State of Indiana;
- f. On Count III of the Plaintiff's Complaint, civil penalties pursuant to Ind. Code §24-5-0.5-4(f) for the Defendants' violations of an injunction in the amount of Fifteen Thousand Dollars (\$15,000.00) per violation; and
- g. All other proper relief.

Respectfully submitted,

STEVE CARTER  
Indiana Attorney General  
Atty. No. 4150-64

By:

  
\_\_\_\_\_  
Terry Tolliver  
Deputy Attorney General  
Atty. No. 22556-49

Office of Attorney General  
Indiana Government Center South  
302 W. Washington, 5th Floor  
Indianapolis, IN 46204  
Telephone: (317) 233-3300

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

IN THE MARION SUPERIOR COURT  
CIVIL DIVISION 3  
CAUSE NO. 49D03-9708-CP-001166

STATE OF INDIANA, )

Plaintiff. )

v. )

GEM AUTO SALES, INC., and )  
BILLY L. ALLEN, BONNIE M. )  
ALLEN, and MARK D. ALLEN, )  
individually and doing business as )  
GEM AUTO SALES, )

Defendants. )

**FILED**

JAN 04 2000

*John M. Taylor*  
CLERK OF THE  
MARION CIRCUIT COURT

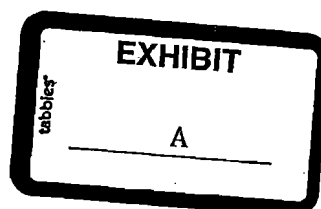
CONSENT JUDGMENT

The State of Indiana, by Attorney General Jeffrey A. Modisett and Deputy Attorney General Janine M. Clements, having filed its Verified Complaint for Injunction and Damages against Defendants, Gem Auto Sales, Inc., and Billy L. Allen, Bonnie M. Allen, and Mark D. Allen, individually and doing business as Gem Auto Sales, and Defendants, Billy L. Allen, Bonnie M. Allen and Mark D. Allen, by counsel, John D. Caress, Jr., hereby enter into this Consent Judgment without trial and adjudication of any issue of fact or law.

Now, therefore, by consent and agreement of the parties, it is **ORDERED, ADJUDGED** and **DECREED** as follows:

INJUNCTIVE RELIEF

Pursuant to Indiana Code §24-5-0.5-4(c)(1), Defendants, Billy L. Allen, Bonnie M. Allen, and Mark D. Allen, their agents, representatives, employees, successors and assigns are permanently enjoined from engaging in the following:



1. In the course of selling used motor vehicles, representing either expressly or by inference that Defendants possess clear and valid title and/or that Defendants can deliver certificates of title for motor vehicles to vehicle purchasers upon sale or delivery in compliance with Ind. Code §9-17-3-3, when Defendants know or should reasonably know that they do not possess and/or cannot deliver certificates of title as represented;

2. In the course of selling used motor vehicles, failing to comply with all provisions of Ind. Code §9-17-3-3, including but not limited to:

- a. endorsing the certificate of title for a vehicle which is sold or has ownership transferred by Defendants;
- b. delivering the endorsed certificate of title to the purchaser or transferee at the time of sale or delivery;
- c. if the conditions under Ind. Code §9-17-3-3(a)(4)(A-D) are met, delivering the endorsed certificate of title to the purchaser or transferee within twenty-one (21) days after the date of sale;

3. For purposes of monitoring compliance with the terms of this Consent Judgment, failing to allow the Consumer Protection Division of the Attorney General's Office, upon reasonable notice, to make an examination of any books, records, or documents in connection with any aspect of the activities and operations of Defendants' business activities in the sale of used motor vehicles.

#### DAMAGES

4. Defendants acknowledge payment of consumer restitution as follows pursuant to the plea agreements entered into by William (Billy L.) Allen and Mark D. Allen on July 26, 1999, filed under Cause No. 49G02-9708-CF-089540 and approved by the Marion County Superior Court, Criminal Division II, on October 20, 1999:

a. Three Thousand Eight and 25/100 Dollars (\$3,008.25) to Katherine Kenworthy;

b. Nine Hundred and 00/100 Dollars (\$900.00) to each of the following consumers: Michael Teague, Robert Taylor, Paul Herrington, Tabitha Jones, Denise Goodman, Patrick/Deborah Young, Rosalind Smith, Frank Whittington, Sarah Hetrick, Joseph Coleman, Marcella Wooden, Dorothy J. Larkins, Clarence Webb, Larry Morefield, Kenneth Kender, Joy Lee Smith, Terri Lynn Smith, Brandon Cooper, Peter Tramm, Roland Randolph, Charles/Sherry Mays, Rhondali Majers, Juan Palacio, Robert Wincel, Lloyd/Ben Gatlin, Jose Rivera, Warren Lassere, Kevin Judd, Danita Pavey, Rodney/Ora Mae Wells and Angie Bowers Girdler; and

c. Within 120 days of the execution of the plea agreement, secure and/or agree to court ordered issuance of vehicle titles to the following consumers: Danita Pavey, Angie Bowers Girdler, Rodney and Ora Mae Wells, Kevin Judd, Patrick Young, Joy Lee Smith, Marcella Wooden and Larry Morefield;

5. Pursuant to Ind. Code §24-5-0.5-4(c)(3), judgment is granted in favor of Plaintiff.

State of Indiana, for its cost of investigation and prosecution in the amount of Five Thousand Fifty and 00/100 Dollars (\$5,050.00).

6. Pursuant to Ind. Code §24-5-0.5-4(g), judgment is granted in favor of Plaintiff.

State of Indiana, for civil penalties in the amount of Sixteen Thousand Five Hundred and 00/100 Dollars (\$16,500.00) for the Defendants' knowing violations of the Indiana Deceptive Consumer Sales Act; and

7. Pursuant to Ind. Code §24-5-0.5-8, judgment is granted in favor of Plaintiff, State of Indiana, for civil penalties in the amount of Sixteen Thousand Five Hundred and 00/100 Dollars (\$16,500.00) for the Defendants' intentional violations of the Indiana Deceptive Consumer Sales Act.

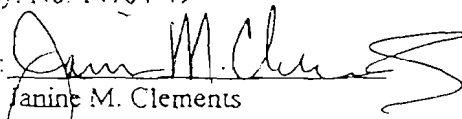
#### CONTINUING JURISDICTION

8. The Court shall retain jurisdiction for the purpose of issuing such orders as may be necessary to interpret or enforce the provisions herein.

IN WITNESS THEREOF, Defendants, Billy L. Allen, Bonnie M. Allen, and Mark D. Allen, have signed this document on behalf of themselves, their agents, representatives, employees, successors, assigns, and all persons acting or claiming to be acting on their behalf, through any corporate business name or device. John H. Caress, Jr., has signed this document as counsel for Defendants. Janine M. Clements, Deputy Attorney General, has signed this document on behalf of Plaintiff, State of Indiana.

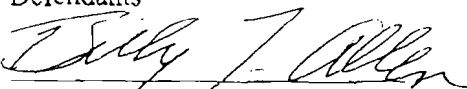
STATE OF INDIANA

JEFFREY A. MODISSETT  
Attorney General of Indiana  
Atty. No. 14704-49


By:   
Janine M. Clements  
Deputy Attorney General  
Atty. No. 20064-32

Dated: January 4, 2000

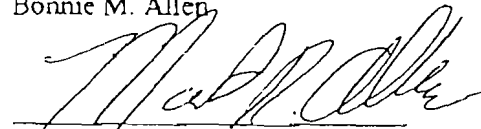
BILLY L. ALLEN, BONNIE M. ALLEN and MARK D. ALLEN, individually and doing business as GEM AUTO SALES  
Defendants

  
Billy L. Allen

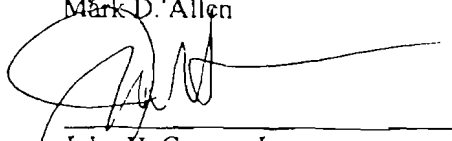
Dated: January 4<sup>th</sup>, 2000

  
Bonnie M. Allen

Dated: January 4<sup>th</sup>, 2000

  
Mark D. Allen

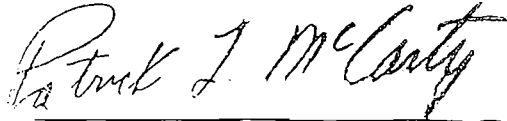
Dated: January 4<sup>th</sup>, 2000

  
John H. Caress, Jr.  
Atty. No. 11158-49  
Attorney for Defendants

Dated: January 4<sup>th</sup>, 2000

**JUDGMENT**

Judgment in favor of Plaintiff, State of Indiana, for injunctive relief and damages in the amount of Thirty-Eight Thousand Fifty and 00/100 Dollars (\$38,050.00) is **ORDERED**,  
**ADJUDGED and DECREED** this \_\_\_\_\_ day of <sup>IAN 04 2000</sup>\_\_\_\_\_, 2000.



The Honorable Patrick L. McCarty  
Judge, Marion County Superior Court  
Civil Division 3

JMC:24297

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

IN THE MARION CIRCUIT COURT

AVC NO. 02-032

IN RE: MARK D. ALLEN, )  
individually and doing business as )  
HOOSIER CAR AND TRUCK, LLC, and )  
HOOSIER CAR AND TRUCK, LLC )  
 )  
Respondents. )

**FILED**

MAY 23 2002

*Richard M. Taylor*  
CLERK OF THE  
MARION CIRCUIT COURT

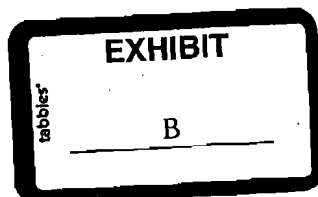
**ASSURANCE OF VOLUNTARY COMPLIANCE**

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, and the Respondents, Mark D. Allen, individually and doing business as Hoosier Car and Truck, LLC, and Hoosier Car and Truck, LLC enter into an Assurance of Voluntary Compliance ("Assurance") pursuant to Ind. Code §24-5-0.5-7.

Any violation of the terms of this Assurance constitutes prima facie evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law, and upon consent of the parties.

The parties agree:

1. Respondent, Mark D. Allen, is an individual engaged in the sale of used automobiles under the assumed business name of Hoosier Car and Truck, LLC, with a principal place of business located at 4809 West Washington Street, Indianapolis, Indiana, 46241, and transacts business with Indiana customers.
2. Respondent Hoosier Car and Truck is a limited liability company engaged in the sale of used automobiles, organized under the laws of Indiana on October 30, 2001, with a principal place of business at 4809 West Washington Street, Indianapolis, Indiana 46241, and transacts business with Indiana consumers.





3. The terms of this Assurance apply to and are binding upon Respondents, their employees, agents, representatives, and assigns.

4. Respondents acknowledge the jurisdiction of the Consumer Protection Division of the Office of the Attorney General to investigate matters hereinafter described, pursuant to §4-6-9-4 and Ind. Code §24-5-0.5-1 *et seq.*

5. Respondents, in soliciting and/or contracting with consumers, shall not make, cause to be made, or permit to be made, expressly or by implication, any representation, orally or in writing, as to the characteristics, quality and/or condition of vehicles offered for sale, unless Respondents know or should reasonably know the vehicles have the characteristics, quality and/or condition represented.

6. Respondents will immediately comply with all provisions of Ind. Code §9-22-3-1 *et seq.*, including but not limited to:

- a. disclosing in writing to the purchaser, customer, or transferee before consummating the sale, exchange or transfer the fact that a vehicle is a salvage or rebuilt vehicle, and;
- b. providing the Indiana Bureau of Motor Vehicles with a complete and accurate affidavit of restoration for each vehicle restored or rebuilt on behalf of the Respondents;
- c. for each acquired wrecked or damaged vehicle, motorcycle, semi trailer, or recreational vehicle that meets at least one of the criteria set forth in Ind. Code §9-22-3-3, and the ownership of which is not

evidenced by a certificate of salvage title, Respondents shall apply to the Bureau of Motor Vehicles within thirty-one (31) days after receipt of the certificate title for a certificate of salvage title, as required by Ind. Code §9-22-3-11.

7. Upon execution of this Assurance, Respondents shall pay consumer restitution in the amount of Three Hundred Dollars (\$300.00) to the Office of the Attorney General on behalf of Rory Edmonson, 402 South 10<sup>th</sup> Street, Bloomington, Indiana.

8. Upon execution of this Assurance, Respondents shall pay costs in the amount of Five Hundred Dollars (\$500.00) to the Office of the Attorney General.

9. Respondents shall not represent that the Office of the Attorney General approves or endorses Respondents' past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

10. Respondents shall fully cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives.

11. The Office of the Attorney General shall file this Assurance with the Circuit Court of Marion County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

DATED this 23 day of May, 2002.

STATE OF INDIANA

STEVE CARTER  
Indiana Attorney General

By: Ty Tolliver

Terry Tolliver  
Deputy Attorney General  
Atty. No. 22556-49  
Office of the Attorney General  
402 West Washington, 5<sup>th</sup> Floor  
Indianapolis, Indiana 46204  
(317) 233-3300

RESPONDENTS

MARK D. ALLEN,  
individually and doing business as  
HOOSIER CAR AND TRUCK, LLC.

Mark D. Allen  
Mark D. Allen

HOOSIER CAR & TRUCK, LLC.

By: Mark D. Allen

Printed Name: Mark D. Allen

Title: Owner

**MAY 23 2002**

APPROVED, this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

William T. Lawrence  
Judge, Marion County Circuit Court

4815 W. Washington St.  
Indianapolis, IN 3241  
248-1604

PURCHASER'S NAME MARLENE JOHNSON  
STREET ADDRESS 206 W. KYGER ST.  
CITY FRANKFORT, IN. STATE IND. ZIP 46041  
RESIDENCE PHONE 1-765-654-0183 BUSINESS PHONE \_\_\_\_\_  
USED CAR TRADE-IN AND/OR OTHER CREDITS  
MAKE OF TRADE-IN FORD YEAR 1993 BODY TYPE VAN  
SERIES F150 COLOR WHITE  
VEHICLE I.D. NUMBER 1FDEE14Y2PHB30799  
BALANCE OWED (Good Until \_\_\_\_\_) \$ \_\_\_\_\_

BALANCE OWED TO \_\_\_\_\_ VERIFIED BY: \_\_\_\_\_  
TRADE-IN ALLOWANCE \$ \_\_\_\_\_  
CASH DEPOSIT WITH ORDER (RECEIPT # \_\_\_\_\_) \$ \_\_\_\_\_  
TOTAL CREDITS (Transfer To Left Column) \$ \_\_\_\_\_

Purchaser is responsible for and shall pay the amount, if any, by which the Balance Owed on the Trade-In exceeds the Trade-In Allowance.

#### WARRANTY INFORMATION

**NEW OR DEMONSTRATOR:** If the Vehicle is a new or demonstrator vehicle, the only written warranty provided with respect to the Vehicle and factory installed accessories is the most recent applicable printed warranty which is made solely by the Manufacturer of the Vehicle.

Dealer installed Accessories are not included in the Manufacturer's warranty on the Vehicle and may or may not be included in separate written warranties which are made solely by Manufacturers of the Accessories.

**USED:** If the Vehicle is a used vehicle, the Vehicle is sold by Dealer AS IS - WITH ALL FAULTS.

**ALL VEHICLES:** WHETHER THE VEHICLE IS NEW, A DEMONSTRATOR OR USED: UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY THE DEALER ON HIS OWN BEHALF, DEALER DISCLAIMS ALL WARRANTIES, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND DEALER EXPRESSLY DISCLAIMS ANY LIABILITY TO PURCHASER, FOR ANY CONSEQUENTIAL DAMAGES, LOSS OF TIME OR INCONVENIENCE ARISING OUT OF THE PURCHASE OR OPERATION OF THE VEHICLE.

Terms of Payment of Balance Due on Delivery:  
☐ CASH \$ \_\_\_\_\_ ☐ CONSUMER CREDIT FINANCING BY OR THROUGH DEALER.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS ORDER ARE INCORPORATED BY REFERENCE AND ARE A PART OF THIS ORDER.

PLEASE ENTER MY ORDER FOR THE FOLLOWING  
☐ NEW ☒ USED ☐ DEMONSTRATOR ☒ CAR ☐ TRUCK  
YEAR 92 MAKE LINCOLN SERIES CONT. TYPE 4DR.  
COLOR MAROON UPPER TRIM FACT. ORDER # \_\_\_\_\_  
STOCK NO. 14NLM974XNY660277 TO BE DELIVERED ON OR ABOUT \_\_\_\_\_  
PRICE OF VEHICLE \$2995.00

ACCESSORIES: \_\_\_\_\_

SOLD AS IS - NO WARRANTY

Marlene Johnson

I HAVE RECEIVED TITLE TO THIS VEHICLE FROM MOOSEHEAD CAR + TRUCK 2-27-02

Marlene Johnson

3-MONTH/4500 MILES WARRANTY FROM PROTECTION PLUS INC. INCLUDED ON THIS CAR AT NO-COST TO CUSTOMER

\$ <u>2995.00</u>	TOTAL SALES PRICE	\$ <u>2995.00</u>
\$ <u>2995.00</u>	Less: Trade-In Allowance	
\$ <u>0</u>	Trade Difference - Indiana Tax Price	

Sales Tax (Computed in Indiana on Tax Price) \$ 0

1-PAYMENT DUE-3-20-02 OF \$200.00 + 1-PAYMENT OF 200.00 DUE 4-20-02

TOTAL DELIVERED PRICE \$ 2995.00

Plus Balance Owed on Trade-In \$ 600.00

LESS: TOTAL CREDITS TRADE-IN 2995.00  
(Transferred From Left Column) CASH - 200.00  
BALANCE DUE ON DELIVERY 400.00

TRADE-IN CERTIFICATION: THE CUSTOMER CERTIFIES VEHICLE HAS NEVER BEEN TITLED UNDER A STATE OR FEDERAL "BRAND" SUCH AS "DEFECTIVE", "FLOOD", ETC. \_\_\_\_\_ (INITIAL)

Purchaser acknowledges that the Additional Terms and Conditions on the reverse side of this Order are a part of this Order. Both sides of this Order constitute a single agreement which shall govern the understanding between Dealer and Purchaser. Purchaser acknowledges receipt of a completed and signed copy of this Order and hereby agrees to become a binding agreement unless accepted in writing by Dealer or an authorized representative of Dealer.

ACCEPTED BY: Marlene Johnson PURCHASER X

THIS ORDER IS AN OFFER BY PURCHASER TO BUY THE VEHICLE. IF THE OFFER IS ACCEPTED BY THE DEALER IT BECOMES A COMPLETE CONTRACT OF SALE AND THE DEALER HAS NO OBLIGATIONS OR RESPONSIBILITIES NOT EXPRESSLY SET FORTH IN THIS ORDER. BEFORE SIGNING THIS ORDER READ IT CAREFULLY.



COMPLETE AUTOMOTIVE REPAIR SERVICES  
2408 Saltsburg Road, Pittsburgh, PA 15235  
toll free: 1-888-335-6838 fax: 412-795-5236

☒ 3 MONTH/ 4,500 MILES

☐ 6 MONTHS/7,500 MILES

☐ 12 MONTH/15,000 MILES

DATE 2-27-02  
OWNER'S NAME MARLENE JOHNSON  
ADDRESS 306 W. KYGER ST.  
CITY PITTSBURGH  
STATE PA ZIP 15204  
PHONE 1-765-654-0123  
DEALER'S NAME HOOSIER CARS  
SALESMAN'S NAME BILL ALLEN  
DEALER'S PHONE 1-317-218-1114

VIN # 1LNLM974XNY660791  
VEHICLE YEAR 1992  
VEHICLE MAKE LINCOLN  
VEHICLE MODEL CONTINENTAL  
MILEAGE 117,397  
PURCHASE PRICE 2995.00  
LIEN HOLDER NONE

OWNER'S ACCEPTANCE TO TERMS:

[Signature]  
(Please read contract in full before signing)

#### ENGINE

All internally lubricated parts: Engine block, cylinder head(s), intake manifold, pistons, piston rings, wrist pins, connecting rods and rod bearings, crankshaft and main bearings, camshaft and bearings, timing chain and gears, valve covers, rocker arms/shafts and bushing, valves, valve springs, seats and guides; valve push rods, hydraulic valve push rods, hydraulic valve lifters, oil pump, oil pan. Seals and gaskets, with the exception of cylinder head gasket and intake manifold gaskets, are covered only in conjunction with the covered repair. Cylinder head and manifold gaskets are covered for coolant leaks only. Coverage limited to above parts.

#### TRANSMISSION

Automatic Transmission: All internally lubricated parts including bands, pump, pump housing, carrier assembly, planetary gears, drums, reaction shaft, governor, valve body, servo assemblies, Torque converter, transmission housing, transfer unit 4x4 case only if damaged as a result of mechanical failure of the above parts. Seals and gaskets are covered only in conjunction with a covered repair. Coverage limited to above parts.

Manual Transmission: All internally lubricated parts including: main

shaft, counter shaft, all gears, input shaft, hub assemblies, synchronizers, shift rails, shift fork, and internal transmission bearings. Seals and gaskets are covered only in conjunction with a covered repair. Coverage limited to above parts.

#### DRIVE SHAFT AND AXLES

All internally lubricated parts: Front or Rear Drive axle housing and all internal parts, pinion bearings, wheel bearings, side carrier bearings, ring and pinion, gears, spider gears and case, thrust washers and spacers, housing only when damaged by an internally lubricated part covered by the contract. Drive shaft, universal joints, and front constant velocity joints on front wheel drive vehicles only. Seals and gaskets are covered only in conjunction with a covered repair. Coverage limited to above parts.

#### SEALS & GASKETS

All seals and gaskets are covered when required in conjunction with the replacement of a covered component. Head gaskets and intake manifold gaskets are covered for coolant leaks only. Coverage limited to above parts.

#### LABOR

The labor charges shall be based on the current Mitchell's labor

guide and hourly rate will be based on the industry accepted flat rate to repair or replace the covered component in question.

#### RENTAL BENEFITS

You will be given twenty-five dollars (\$25) per eight hours of flat rate time based on Mitchell's labor guide to repair or replace a covered component with a maximum of three hundred dollars (\$300). This does not include down time due to shop negligence or availability of parts.

#### TOWING

Should your vehicle be in the need of a tow due to the fact that a covered component has failed, towing is covered to the nearest qualified repair center, up to a maximum of fifty dollars (\$50).

#### 24-HOUR ROADSIDE ASSISTANCE

When towing is necessary, the member's disabled vehicle will be towed to any location requested by the member. Roadside assistance also included for: battery service/jump-start; flat-tire; fuel, oil, and water delivery; and lockout assistance. Coverage is provided up to \$50 per occurrence to the covered vehicle only. Nationwide Roadside Assistance: 1-800-418-9836.

**COMPONENTS NOT COVERED** - No other components, other than those listed above, are covered by this limited warranty. This limited warranty will not cover any repair done without prior authorization from CARS Protection Plus, Inc. Component failures which occur prior to the acceptance of this limited warranty are not covered. Other items not covered include diagnostic charges, damage that results from any previous or improper repairs. This limited warranty does not cover the parts and labor that are needed to maintain your vehicle (oil/filters, etc.), the parts of your vehicle that are subject to normal wear and tear (fan belts, radiator, hoses, etc.), damage to your vehicle that results from fire, accident, theft, or conditions of the environment, damage that results from someone altering the vehicle, misusing the vehicle, tampering with the vehicle, making improper adjustments, using improper fuels, improperly maintaining the vehicle, failing to maintain the vehicle, damage to a covered component that results from the failure of a non-covered component, fluid leaks and damage that results from fluid leaks.

**PROVISIONS OF THE LIMITED WARRANTY** - This limited warranty is between the vehicle owner as stated above and C.A.R.S. Protection Plus, Inc. This limited warranty begins on the day it is received and approved by C.A.R.S. Protection Plus, Inc. and will last for the period set forth above. We reserve the right to reject, or cancel any warranty with cause. Please read this contract in full. If for any reason you do not understand the terms of this contract please ask your dealer to clarify it for you. By signing this contract you admit that you have read in full and clearly understand the terms and conditions of this contract. An inoperative odometer will void this contract. Should you not receive notification from CARS Protection Plus, Inc. within ten (10) days as to the status of your limited warranty, notify us at 1-888-335-6838. Under this limited warranty, CARS Protection Plus, Inc. will oversee the repair or replacement of any component covered by this agreement that is found to be defective beyond service limits. CARS Protection Plus, Inc. will arrange for payment for the amount of the authorized repair, less related costs by this agreement, less one hundred dollar deductible per claim.

**WARRANTY CLAIM PROCEDURE** - Your vehicle must be at a repair center in order to be covered. Once the vehicle is at the repair center call CARS Protection Plus, Inc. at 1-888-335-6838 to estimate of repairs before any work begins. The limited warranty holder is responsible for the cost of the

relating to the tear down and diagnosis of the vehicle, also fluids, filters and tax. If it is determined that the covered component has failed and the estimate for the repairs is agreed upon by our adjuster, an authorization number will be issued for the repair. The authorization number must appear on all receipts, submitted for payment. Authorization numbers are valid 180 days from date issued. No invoices will be processed for reimbursement without a valid authorization number. Repairs can be done at any qualified repair shop you choose, however, CARS Protection Plus, Inc. reserves the right to have repairs done at a location other than the one you have selected. When making repairs, the repair shop shall use components of the same type and quality as those removed. Replacement parts may include new, rebuilt or used components. When having maintenance done on your vehicle you must retain all copies of work performed. We reserve the right to request any and all maintenance records pertaining to your vehicle. A more detailed procedure to follow when making a repair or replacement under this limited warranty will be sent to you with your notification of acceptance.

**TERMS & CONDITIONS** - Maximum benefits under this contract will not exceed the purchase price of the vehicle as stated above. The component failure must occur under normal use of the vehicle during the limited warranty period. This limited warranty is transferable to subsequent owners. The charge for the transfer is \$99.00. The transferred limited warranty will remain in effect for the remainder of the original period. Without the prepayment of the transfer fee, this limited warranty cannot be assigned and will be null and void at the time the vehicle is sold. CARS Protection Plus, Inc. does not allow any third party to create liability in connection with this limited warranty. CARS Protection Plus, Inc. will not be held responsible for any loss or any inconvenience caused by loss of your transportation, the quality of the repair, or for any other incidental or consequential damages you may have. This agreement shall not be construed to create any specific right which may vary from state to state and the member might have other rights.

**PROVISIONS** - There is no credit for early termination except for the following reasons: 1. Loss by the carrier insuring the said vehicle or by the vehicle being repossessed by the lender. 2. The vehicle shall refund a portion of your contract on a prorated basis plus a service charge as long as no claims have been paid against the vehicle.

